

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ENVIRONMENTAL PROTECTION AGENCY
OF THE UNITED STATES OF AMERICA
AND
THE STATE ENVIRONMENTAL PROTECTION ADMINISTRATION
OF THE PEOPLE'S REPUBLIC OF CHINA
ON SCIENTIFIC AND TECHNICAL COOPERATION
IN THE FIELD OF ENVIRONMENT

The Environmental Protection Agency of the United States of America (EPA) and the State Environmental Protection Administration of the People's Republic of China (SEPA), hereafter referred to as the "Parties," in accordance with and subject to the Agreement Between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, dated January 31, 1979, as extended and amended (the "S&T Agreement"), and in order to promote scientific and technical cooperation and collaboration in the field of environmental protection, have reached the following understandings:

Article 1

The Parties shall conduct cooperative activities under this MOU on the basis of equality, reciprocity, and mutual benefit.

Article 2

Cooperative activities undertaken pursuant to this MOU may involve the following areas:

1. prevention and management of:
 - a. air pollution;
 - b. water pollution;
 - c. hazardous waste; and
 - d. pollution from persistent organic pollutants (POPs) and other toxic substances;
2. environmental threats to human health and to ecosystems;
3. environmental policy and management;
4. environmental education and public awareness;
5. environmental law and enforcement; and
6. other areas as determined by the Parties.

Article 3

Cooperation under this MOU may include the following forms:

1. Transfer or exchange of scientific and technical information in the field of environmental protection;
2. Joint organization of symposia, seminars, workshops, and training;
3. Study tours, exchanges, and temporary assignments of personnel from one Party to the other;
4. Joint scientific publications;
5. Joint projects to demonstrate environmental management approaches and technologies;

6. Cooperative research on subjects of mutual interest;
7. Provision of samples, reagents, materials, data, instruments and components for testing, evaluation and other purposes; and
8. Other forms of cooperation as may be determined by the Parties.

Article 4

The Parties shall encourage and facilitate the development of direct contacts between environmental and scientific groups from each country, including through the coordination of cooperation among government agencies, research institutions, business and industry, universities, and other entities, in conducting activities under this MOU.

Article 5

1. Three Annexes to this MOU have been prepared regarding the subject and form of cooperation contemplated under the MOU:

- a. Annex 1 - Air Pollution;
- b. Annex 2 - Water Pollution; and,
- c. Annex 3 - Pollution from Persistent Organic Pollutants and Other Toxics.

2. The Parties shall develop additional annexes to the MOU for each of the major areas of cooperation contemplated under the MOU, as appropriate. Each annex shall outline the subject and form of cooperation and shall be an integral part of the MOU. Specific cooperative activities and the terms under which they will be conducted, including financial arrangements, shall be described in separate project agreements, strategies, or work plans.

3. In the event of a conflict between the terms of an annex and this MOU, the provisions of this MOU shall prevail.

Article 6

1. The Parties hereby establish a Joint Committee on Environmental Cooperation (JCEC). The JCEC will be co-chaired at the level of Administrator or Assistant Administrator of the EPA and at the level of Minister or Deputy Minister of the SEPA, or their designees.

2. All working groups pertaining to environmental protection previously established by the Parties under the S&T Agreement will be guided by the JCEC.

3. The Co-chairs, by mutual agreement, may determine the remaining composition of the JCEC, the entities that may attend or participate in JCEC meetings, and may establish additional sub-committees or working groups as determined to be necessary to effectively implement this MOU. The specific structures and responsibilities of the sub-committees or working groups, and any modifications thereto, shall be determined by the JCEC.

4. The JCEC will meet at least once every two years. Such meetings shall be held alternately in the United States of America (USA) and The People's Republic of China (PRC). Prior to each meeting of the JCEC, the Parties shall agree to a meeting agenda. The Parties will endeavor to

place items on the agenda which cover a wide range of environment-related issues such as technical exchange, informational exchange, scientific research, and environmental policy.

5. Each Party will designate a Liaison Secretary. The Liaison Secretary shall be at the Deputy Assistant Administrator level for EPA, and at the Deputy Director General level for SEPA, or their designees. The Liaison Secretaries shall serve as the points of contact for their respective Parties for the JCEC and shall supply administrative support for meetings of the JCEC.

Article 7

All activities undertaken pursuant to this MOU shall be subject to the applicable laws of the Parties, as well as the availability of appropriated funds, personnel, and other resources of each Party.

Article 8

The treatment of intellectual property created or furnished in the course of activities under this MOU, the allocation of rights for such intellectual property, and business-confidential information obtained and/or exchanged pursuant to this MOU, will be governed by the provisions of Annex I (Intellectual Property) of the S&T Agreement.

Article 9

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations shall be provided under this MOU. In the event it is subsequently discovered that information or equipment which is known or believed to require such protection is identified as having been furnished inadvertently in the course of cooperative activities pursuant to this MOU, the matter shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties, in writing, and applied to this information and equipment.

Article 10

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the appropriate project agreements or work plans. Such information or equipment shall be marked to identify it as export-controlled, and the Parties shall consult to identify appropriate restrictions or other requirements regarding the transfer of this information or equipment.

Article 11

Upon entry into force, this MOU shall replace the Protocol between the Environmental Protection Agency of the United States of America and the Office of the Environmental Protection Leading Group of the State Council of the People's Republic of China for Scientific and Technical Cooperation in the Field of Environmental Protection (the "1980 Protocol"), and established under the S&T Agreement.

Article 12

1. This MOU shall enter into force upon signature and shall remain in force for five (5) years, or for as long as the S&T Agreement remains in force, whichever is shorter. Either Party may terminate this MOU upon six months' written notification, through diplomatic channels, to the other Party. Such termination shall be without prejudice to the rights that may have accrued to either Party under Annex I to the S&T Agreement. The Parties shall consult regarding the effect of termination on the implementation of ongoing programs and activities agreed to under the MOU prior to the date on which notice of termination was given.

2. Either Party may request in writing, through diplomatic channels, to amend or modify this MOU. Any amendment or modification must be mutually agreed upon by the Parties and in writing.

DONE at Washington this 8th day of December, 2003, in duplicate
in the English and Chinese languages, both texts being equally authentic.



FOR THE ENVIRONMENTAL
PROTECTION AGENCY OF THE
UNITED STATES OF AMERICA:



FOR THE STATE ENVIRONMENTAL
PROTECTION ADMINISTRATION OF
THE PEOPLE'S REPUBLIC OF CHINA:

ANNEX 1

Air Pollution

Article 1 Authority

1. This annex to the Memorandum of Understanding (MOU) between the Environmental Protection Agency of the United States of America (EPA) and the State Environmental Protection Administration of the People's Republic of China (SEPA) on Scientific and Technical Cooperation in the Field of Environment sets forth a framework for scientific and technical cooperation on air pollution.
2. Under this annex, agreements related to project activities, including those pertaining to financial and other relevant issues, will be developed by participating institutions. These project agreements shall be negotiated and executed by duly authorized representatives of implementing institutions, to include the EPA and SEPA, together, the "Parties".

Article 2 Scope

Project activities under this annex may include work in the following areas:

1. Management of air quality, including standard setting, monitoring, emission measurement and inventories, modeling, emissions trading, stationary and mobile source control policies and strategies, funding, inter-governmental relations, and public information programs;
2. Management of clean energy technology (transportation, residential, industrial, and commercial) that helps to reduce or eliminate pollution and greenhouse gases;
3. Management, reduction, and elimination of air toxics;
4. Management of indoor air quality; and,
5. Compliance with and enforcement of air pollution and clean energy technology policies and standards.
6. Other areas as determined by the Parties.

Article 3 Forms of Cooperation

Cooperation under this annex may include the following forms:

1. Transfer or exchange of scientific and technical information in the field of environmental protection;
2. Joint organization of symposia, seminars, workshops and training;
3. Study tours, exchanges, and temporary assignments of personnel from one Party to the other;
4. Joint scientific publications;
5. Joint projects to demonstrate environmental management approaches and technologies;
6. Cooperative research on subjects of mutual interest;
7. Provision of samples, reagents, materials, data, instruments and components for testing, evaluation and other purposes; and
8. Other forms of cooperation as may be determined by the Parties.

Article 4
Project Plans

Specific cooperative activities and the terms under which they will be conducted, including financial arrangements, shall be described in project agreements, strategies, and work plans.

Article 5
Designation of Management Officials

1. Management Officials administering activities under this annex will work with participating institutions to facilitate implementation of project agreements, strategies, and work plans.
2. The Management Official for the United States shall be the Deputy Assistant Administrator for International Issues for the EPA Office of Air and Radiation or the Deputy Assistant Administrator for the EPA Office of International Affairs.
3. The Management Official for China is the Deputy Director General for Air and Noise Pollution Control for the SEPA Department of Pollution Control.
4. Each Party may designate a replacement Management Official at any time upon written notice to the other Party.

ANNEX 2

Water Pollution

Article 1 Authority

1. This annex to the Memorandum of Understanding (MOU) between the Environmental Protection Agency of the United States of America (EPA) and the State Environmental Protection Administration of the People's Republic of China (SEPA) on Scientific and Technical Cooperation in the Field of Environment sets forth a framework for scientific and technical cooperation on water pollution.
2. Under this annex, agreements related to project activities, including those pertaining to financial and other relevant issues, will be developed by the participating institutions. These project agreements will be negotiated and executed by duly authorized representatives of implementing institutions, to include the EPA and SEPA, together, the "Parties".

Article 2 Scope

Project activities under this annex may include work in the following areas:

1. Drinking water quality;
2. Water quality surveillance and control;
3. Sanitation and wastewater management;
4. Watershed management, including source water and wetlands protection;
5. Water resources conservation and pollution prevention;
6. Compliance with water quality policies and standards; and
7. Other areas as determined by the Parties.

Article 3 Forms of Cooperation

Cooperation under this annex may include the following forms:

1. Transfer or exchange of scientific and technical information in the field of environmental protection;
2. Joint organization of symposia, seminars, workshops and training;
3. Study tours, exchanges, and temporary assignments of personnel from one Party to the other;
4. Joint scientific publications;
5. Joint projects to demonstrate environmental management approaches and technologies;
6. Cooperative research on subjects of mutual interest;
7. Provision of samples, reagents, materials, data, instruments and components for testing, evaluation and other purposes; and
8. Other forms of cooperation as may be determined by the Parties.

Article 4
Project Plans

Specific cooperative activities and the terms under which they will be conducted, including financial arrangements, shall be described in project agreements, strategies, and work plans.

Article 5
Designation of Management Officials

1. Management Officials administering activities under this annex will work with participating institutions to facilitate implementation of project agreements, strategies, and work plans.
2. The Management Official for the United States is the Deputy Assistant Administrator for the EPA Office of International Affairs.
3. The Management Official for China is the Deputy Director General for Water Pollution Control for the SEPA Department of Pollution Control.
4. Each Party may designate a replacement Management Official at any time upon written notice to the other Party.

ANNEX 3

Pollution from Persistent Organic Pollutants and Other Toxic Substances

Article 1 Authority

1. This annex to the Memorandum of Understanding (MOU) between the Environmental Protection Agency of the United States of America (EPA) and the State Environmental Protection Administration of the People's Republic of China (SEPA) on Scientific and Technical Cooperation in the Field of Environment sets forth a framework for scientific and technical cooperation on pollution from toxic substances.
2. Under this annex, agreements related to project activities, including those pertaining to financial and other relevant issues, will be developed by the participating institutions. These project agreements will be negotiated and executed by duly authorized representatives of implementing institutions, to include the EPA and SEPA, together, the "Parties".

Article 2 Scope

Project activities under this annex may include work in the following areas:

1. Implementation of the Stockholm Convention on Persistent Organic Pollutants (POPs);
2. Managing Persistent, Bioaccumulative and Toxic chemicals
 - a) Pollution from pesticides (e.g., Chlordane and Mirex);
 - b) Pollution from unintentional POPs (e.g., dioxin and furans);
 - c) Mercury; and
 - d) Polychlorinated Biphenyls (PCBs); and
3. Other areas as determined by the Parties.

Article 3 Forms of Cooperation

Cooperation under this annex may include the following forms:

1. Transfer or exchange of scientific and technical information in the field of environmental protection;
2. Joint organization of symposia, seminars, workshops and training;
3. Study tours, exchanges, and temporary assignments of personnel from one Party to the other;
4. Joint scientific publications;
5. Joint projects to demonstrate environmental management approaches and technologies;
6. Cooperative research on subjects of mutual interest;
7. Provision of samples, reagents, materials, data, instruments and components for testing, evaluation and other purposes; and
8. Other forms of cooperation as may be determined by the Parties.

Article 4
Project Plans

Specific cooperative activities and the terms under which they will be conducted, including financial arrangements, shall be described in project agreements, strategies, and work plans.

Article 5
Designation of Management Officials

1. Management Officials administering activities under this annex will work with participating institutions to facilitate implementation of project agreements, strategies, and work plans.
2. The Management Official for the United States is the Principal Deputy Assistant Administrator for the EPA Office of Prevention, Pesticides and Toxic Substances.
3. The Management Official for China is the Deputy Director General for Solid Wastes and Toxic Chemicals Management for the SEPA Department of Pollution Control.
4. Each Party may designate a replacement Management Official at any time upon written notice to the other Party.